

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA  
DURHAM DIVISION**

<b>In Re:</b>	: <b>CASE NO. 11-80296</b>
	:
<b>David S. Pierce</b>	:
<b>and Nancy A. Pierce,</b>	: <b>CHAPTER 13 PROCEEDING</b>
	:
	: <b><u>AFFIDAVIT IN OPPOSITION</u></b>
<b>Debtors.</b>	: <b><u>TO OBJECTION TO CLAIM</u></b>
	:

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Personally appeared before the undersigned duly authorized to administer oaths,  
David McDonnell, who being duly sworn, deposes and states upon oath as follows:

1. That I am a Managing Director for Statebridge Company, LLC, servicer for First American Capital V, LLC ("Creditor"), that I based this Affidavit on my knowledge of Creditor's accounts, that I am competent to testify regarding those accounts about which I have personal knowledge, and that I am over 18 years old. I am the Custodian of and familiar with Creditor's business records including Debtors' account history records.
2. That Creditor maintained the account history records concerning this case and the related matters at the office of which I am employed. The entries were made to these account history records of the debts owing in the regular course of Creditor's business at or near the time that the debts were incurred or payments were made or both, and the entries were subsequently reviewed for accuracy.
3. That it is the regular practice of Creditor to make records of its customers' credit account history, and those records, such as those relating to Debtors, were made as part of and kept in the course of the regularly conducted business activity of Creditor.
4. That, based upon review of these records, on or about 05/07/2007, Debtors David S. Pierce and Nancy A. Pierce executed a "Loan Agreement" in favor of Beneficial Mortgage Co. of North Carolina for \$83,498.56, per a precise copy of the Note incorporated herein as Exhibit A. [the "Note"]
5. That, based upon review of these records, on or about 05/26/2010, Beneficial Mortgage Co. of North Carolina executed a "Assignment of Mortgage/Deed of Trust" transferring and assigning the Note to the Creditor, per a precise copy of the assignment incorporated herein as Exhibit B.
6. That, based upon review of these records, on or about 07/01/2010, Debtors executed a loan modification letter reducing the fixed interest rate and payment amount under the Note, per a precise copy of the letter incorporated herein as Exhibit C. [the "Modification"]

7. That, based upon review of these records, Creditor has only received one payment pursuant to the Modification, per a precise copy of the "Summary Statement of Payments" incorporated herein as Exhibit D. Per the Modification, if the Debtors did not comply with its terms, the Modification would become null and void.

8. That, based upon review of these records, the Monthly Billing Statement attached to the Objection to Claim was provided to Debtors based on the Modification as part of Creditor's loss mitigation efforts to resolve the breach of the Modification and avoid the Debtors having to file the present bankruptcy proceeding.

FURTHER AFFIANT SAITH NOT.

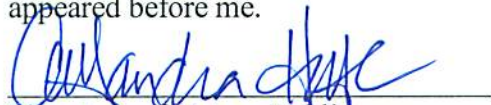
AFFIANT:



David McDonnell

Print or Type Name Here

Subscribed and sworn to (or affirmed) before me on this 18 day of August 2011 by David McDonnell, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

  
Signature of Notary Public

Notary Public for the State of Colorado

My commission expires: 12/18/12





# **LOAN AGREEMENT** Including Truth-in-Lending Disclosure

<b>Lender:</b> (Called "We", "Us", "Our") BENEFICIAL MORTGAGE CO. OF NORTH CAROLINA 4711 HOPE VALLEY RD WOODCROFT SHPG CTR-STE 5C DURHAM, NC 27707	
<b>Borrowers:</b> (Called "You", "Your") DAVID S. PIERCE NANCY A. PIERCE 3503 SHADY CREEK DR DURHAM, NC 27713	
<b>Date of Loan:</b> 05/07/2007	<b>Loan Number:</b> <del>001700-00-588335</del> 1A75385

In this agreement, "you", "your" mean the Borrower(s) who signs this agreement. "We", "us" and "our" refer to the Lender. This agreement covers the terms and conditions of your loan. It is important to us that you clearly understand the features of your loan. Please read this agreement carefully, and ask us any questions you may have.

Truth-in-Lending Disclosure			
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
13.054%	\$250,304.24 ("e")	\$83,498.56	\$333,802.80 ("e")
Your payment schedule will be:			
Number of Payments	Amount of Payments	When Payments are Due ("e")	
1	\$927.23	06/07/2007	
359	\$927.23	Day 07 of each month thereafter.	
"e" means an estimate			

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**Assumption:** Someone buying your home cannot assume the remainder of the mortgage on the original terms.

**YOU ARE GIVING US A SECURITY INTEREST IN THE REAL PROPERTY AS DESCRIBED IN THE DEED OF TRUST AND LOCATED AT:**

3503 SHADY CREEK DR  
DURHAM, NC 27713

**Late Charge** If your monthly installment is not paid in full within 15 day(s) after it is due, you will be charged a late charge equal to 4% of the unpaid amount of the monthly installment.

**Prepayment** You may prepay your loan in full or in part at any time. If you pay off your loan early, you may have to pay a penalty and you will not be entitled to a refund of that part of the Finance Charge consisting of any prepaid finance charges.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

The Settlement Statement provides your disbursements and the itemization of the Amount Financed.

#### ABOUT THE SECURITY:

##### Your Obligation to Insure

You shall keep the structures located on the real property securing your loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is canceled or expires while your loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

##### Real Property Taxes and Homeowners Insurance

Homeowners Insurance covering fire and other hazards on the real property security is required, naming us as a loss payee for the term of your loan. You shall pay us on the day that monthly installments are due under this agreement, an additional sum (the "Funds") to be used to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Deed of Trust as a lien or encumbrance on the real property; (b) leasehold payments or ground rents on the real property, if any; (c) premiums for any and all insurance required by us under this agreement and the Deed of Trust ("Escrow Items"). You will pay us the Funds for Escrow Items unless we waive your obligation to pay the Funds for any or all Escrow Items. We may waive your obligation to pay us Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, you will be solely responsible for paying the amounts due for any Escrow Items directly and, if we require, you shall furnish us with receipts

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evidencing such payment within such time period as we may reasonably require.

#### **Title Insurance**

Title insurance on the real property security is required, naming us as a loss payee. You must purchase title insurance or its local equivalent protecting our lien on the real property as a condition to obtaining your loan. You may purchase title insurance from any title insurance provider you choose that we reasonably believe provides sufficient financial protection to us. You request such title insurance and authorize us to deduct the costs of the title insurance from your loan proceeds in order to pay the title insurance provider.

#### **Lender's Right to Place Hazard Insurance**

You authorize us, at our option, to obtain hazard insurance coverage on the real property in an amount not greater than the outstanding balance of principal and interest on your loan or, if known to be less, the replacement value of the real property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance. We may choose to add the insurance charges to the unpaid balance of your loan, which will accrue interest at the Contract Rate, or bill you for the annual premium on a periodic basis. The addition of the insurance charges due might increase the amount of your final monthly installment. The cost of lender-placed hazard insurance might be higher than the cost of standard insurance protecting the real property. The lender-placed insurance will not insure the contents of the real property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

#### **ABOUT YOUR LOAN REPAYMENT:**

SCHEDULED MATURITY DATE	05/07/2037	PREPAID FINANCE CHARGES	\$679.39
MONTHS OF CONTRACT	360	PRINCIPAL	\$84,177.95
CONTRACT RATE (per year)	12.940%		
AMOUNT FINANCED	\$83,498.56		

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**Promise to Pay**

You agree to the terms of this agreement and promise to pay us the principal (Amount Financed plus prepaid finance charges consisting of Origination Fee/Points) plus interest which is computed at a rate of 12.940% (the "Contract Rate"). You agree to pay us in monthly installments as stated in the Payments provision of this agreement. You also agree to pay us: (a) other charges as provided in this agreement; (b) credit insurance charges, if any; (c) collection costs permitted by applicable law, including reasonable attorneys' fees otherwise due under your Deed of Trust and (d) any other charges reflected in your settlement statement.

**Interest**

Interest will be charged on the unpaid principal until the full amount of principal has been paid. You will pay us interest at a yearly Contract Rate of 12.940%.

The interest rate required by this provision is the rate you will pay both before and after any default as described in this agreement.

**Payments**

**Time and Place of Payments**

You will pay us principal and interest by paying your monthly installments.

You will make your monthly installments to us on the same day of each month beginning on or about 06/07/2007. You will make these monthly installments every month until you have paid all of the principal and interest and any other charges described herein that you may owe under this agreement. Your monthly installments will be applied to interest before principal. If, on the Scheduled Maturity Date, 05/07/2037, you still owe amounts under this agreement, you will pay those amounts in full on that date, which amount will include interest at the then current Contract Rate or any such other rate as required by law.

You will make your monthly installments at the address shown on page one or at the address shown on your monthly billing statement or at a different place that we may give you.

**Amount of Monthly Installments**

Your monthly installments will be in the amount of \$927.23, plus the amount of any optional insurance or funds for escrow you elected.

**Prepayment**

Subject to the prepayment penalty described below, you may prepay your loan in full or in part at any time. If you pay off your loan early, you may have to pay a penalty and you will not be entitled to a refund of that part of the Finance Charge consisting of any prepaid finance charges.

**Prepayment Penalty**

Your loan contains a prepayment penalty. If you prepay the entire outstanding balance of your loan at any time within 24 months of the Date of Loan, 05/07/2007, you agree to pay a prepayment penalty equal to 2.00 percent of the unpaid balance as of the payoff date. No prepayment penalty will be imposed: (a) if your loan is refinanced by

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another loan with us; (b) after 24 months; (c) if your loan is prepaid from the proceeds of any insurance; or (d) if we sue you.

**Late Charge**

If your monthly installment is not paid in full within 15 day(s) after it is due, you will be charged a late charge equal to 4% of the unpaid amount of the monthly installment.

**Bad Check Charge**

You agree to pay \$25.00 each time any check or payment is made on your loan by any means, including but not limited to, a check or ACH (our Authorization to Debit Account), which is returned unpaid by your bank or other financial institution for any reason.

**Additional Charges**

You agree to pay any amounts actually incurred by us for services rendered in connection with the opening and servicing of your loan, as allowed by law. These amounts may include fees for appraisals, title examination, title insurance or its local equivalent, fees and taxes paid to public officials in connection with recording, releasing or satisfying the Deed of Trust and other taxes as shown in the Settlement Statement incorporated herein by this reference. You also agree to pay any other amounts incurred by us in connection with the servicing of your loan including any amounts that we may (but need not) pay or that are otherwise due under the Deed of Trust, incorporated herein by this reference.

**Default**

If you fail to make any monthly installment after it becomes due or fail to comply with the terms of this agreement or your Deed of Trust, we may require that you pay us, at once and without prior notice or demand, the unpaid balance of your loan plus accrued interest and any applicable charges in this agreement as authorized.

**Security Interest**

You agree to give us a security interest in the real property as described in the Deed of Trust.

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**ABOUT OUR RELATIONSHIP:**

**Exchange of Information**

You understand and agree that we will call you from time to time to discuss your financial needs and any loan products that may be of interest to you as may be permitted by applicable law. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you.

**Credit Bureau Reporting**

If you fail to fulfill the terms of your loan, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency.

**Telephone Monitoring**

You agree that we may listen to and/or record telephone calls between you and our representatives for quality assurance purposes.

**Insurance**

Credit insurance is optional. Any applicable insurance disclosures are included with this agreement and are incorporated herein by this reference.

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**Alternative Dispute Resolution**

The terms of the Arbitration Rider signed by you as part of your loan transaction are incorporated herein by this reference.

**Applicable Law**

The terms and conditions of this agreement will be governed by Article 1, Chapter 24, North Carolina General Statutes.

If any provision of this agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this agreement will remain valid and enforceable. Our failure to enforce any provision(s) to this agreement shall not be deemed to constitute a waiver of such term(s). In order for any amendment to this agreement to be valid, it must be agreed to by you and us.

You acknowledge that before signing this agreement, you have read and received this agreement which includes the Federal Truth-in-Lending disclosure and, as applicable, any other riders and/or disclosures incorporated herein by reference. By signing below, you agree to observe the terms and conditions of this agreement.

Borrower:

DAVID S. PIERCE

Date:

5/7/07

Borrower:

NANCY A. PIERCE

Date:

5/7/07

Witness:

Andy J. Battle







FOR REGISTRATION REGISTER OF DEEDS  
 Willie L. Covington  
 DURHAM COUNTY, NC  
 2010 JUN 14 10:26:45 AM  
 BK: 6496 PG: 437-438 FEE: \$14.00

INSTRUMENT # 2010017536

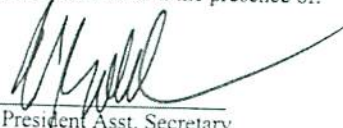
# Assignment of Mortgage/Deed of Trust

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, paid to Assignor, **Beneficial Mortgage CO. of North Carolina**, with offices located at 1421 Kristina Way, Chesapeake, VA 23320 the undersigned hereby grants, assigns on this 20th day of **May, 2010** and transfers to the Assignee, First American Capital V LLC, with offices at 7286 Siena Way, Boulder, CO 80301 all right, title and interest, together with all moneys now owing or that which may become due hereafter in respect thereof under that certain Mortgage/Deed of Trust and Note in the original amount of \$84,177.95 dated 05/07/2007, executed by **David S. Pierce and Nancy A. Pierce, Husband and Wife**. Said Mortgage/Deed of Trust was recorded on 05/10/2007 in Book 5600, Page 540 in the Office of the Register of Deeds of **Durham County, NC**.

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

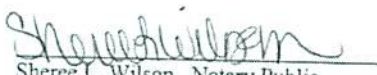
The undersigned represents that he is the Vice President, Assistant Secretary of **Beneficial Mortgage CO. of North Carolina**, and is duly authorized to enter into and bind Assignor under this Assignment. IN WITNESS WHEREOF, the Assignor has executed these presents the day and year first written above.

Agreed to by, sealed and delivered in the presence of:

By:   
 M.R. Gold Vice President Asst. Secretary  
**Beneficial Mortgage Co. of North Carolina**

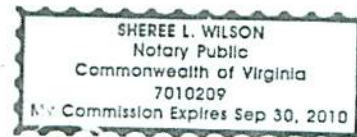
STATE OF VIRGINIA )ss:  
 CITY OF CHESAPEAKE )

On the 20th day of **May, 2010** before me, the undersigned, personally appeared M.R. Gold personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribe to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
 Sheree L. Wilson, Notary Public

My commission expires: \_\_\_\_\_

when recorded return to:  
 First American Capital V LLC 7286 Siena way Boulder, CO 80301



Note Date: 05/07/2007

Note Amount: \$84,177.95

Loan Number: 16975385

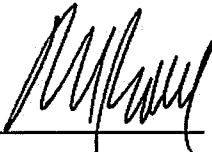
Borrower(s): David S. Pierce and Nancy A. Pierce, Husband and Wife

**ALLONGE**

**PAY TO THE ORDER OF**

**FIRST AMERICAN CAPITAL V LLC.**

Beneficial Mortgage Co. of North Carolina

By:   
M.R. Gold  
Vice President, Assistant Secretary

# Fir\$ American Capital V LLC

May 24, 2010

David Pierce  
Nancy Pierce  
3503 Shady Creek Dr  
Durham, NC 27713

Re: loan number 0016975385

Dear Borrower(s):

I would like to thank Mr. Pierce for the time he allowed me on the telephone today. I enjoyed speaking with him about your mortgage/deed of trust and note ("Loan"). While speaking with him, we agreed to modify the Loan so that it would better suit your financial circumstances.


We agreed to make the following changes to the terms and conditions of your Loan:


- from ~~June 2010~~ <sup>July 2010</sup> through and including ~~November 2010~~ <sup>December 2010</sup>, the new monthly payment/installment will be \$450.00
- commencing with the ~~December 2010~~ <sup>January 2011</sup> payment the new, permanent payment will be \$561.55
- the new fixed interest rate will be 6.939 percent per annum
- the late fee balance will be reduced to zero
- the new payment due date will be the 25th day of each month
- the new payment late date will be the 15 days after the due date

Prior to June 20, 2012, if you have not defaulted in any manner on these terms (including a late payment or non payment) and any other terms or conditions of your Loan, then the above changes will become permanent. We have agreed to make only those changes referenced above. All other terms and conditions remain unchanged. If you default on your Loan prior to that date, then the Loan will reset and these changes will become null and void. Your first \$450.00 payment will be due June 20, 2010. If these changes are acceptable to you, please sign both copies, return one to us no later than June 4, 2010 with the June payment (which can be post dated for June 26, 2010) and retain one copy for your records. Your current Loan balance is: \$87,354.83 (consists of \$82,870.50 in principal and \$4,484.33 in accrued interest). If you so choose, although it is not a requirement, you may send us postdated checks for future monthly payments. We would hold the checks and deposit them on the date indicated on each check. Please call me to confirm receipt of this document or if you have any questions (914 631 7191). I look forward to hearing from you.

Sincerely,  
  
Jon Krigsman  
Managing Member

Agreed to by:

 5/24/2010  
Jon Krigsman date  
Managing Member  
First American Capital V LLC.

 7/1/2010  
David Pierce date  
 7/1/2010  
Nancy Pierce date



David Pierce  
3503 Shady Creek Dr.  
Durham, NC 27713

August 04, 2011

Summary Statement of Payments

07/30/2010 - 08/31/2011

Contract ID: 0016975385

Date	Rept #	Description	Amount	Fees	Interest	Principal	Escrow #1	Escrow #2	New Principal
		Opening Balances:				82,870.50	0.00	0.00	
07/30/2010	1845	Payment	450.00	0.00	450.00	0.00	0.00	0.00	82,870.50
		Payment Totals:	450.00	0.00	450.00	0.00	0.00	0.00	
		Adjustment Totals:		0.00	0.00	0.00	0.00	0.00	
		New Balances:				82,870.50	0.00	0.00	







DATE 5/14/2010  
 PAGE 1  
 LOAN NUMBER 16975385

MORTGAGOR MAILING ADDRESS  
 DAVID S PIERCE  
 NANCY A PIERCE  
 3503 SHADY CREEK DR

DURHAM NC 27713-8119  
 PROPERTY ADDRESS  
 3503 SHADY CREEK DR

DURHAM NC 27713-8119

PAYMENT INFORMATION		ORIGINAL INFORMATION		YEAR-TO-DATE	
P&I PAYMENT	561.55	ORIG BAL	84,177.95	INT PAID	0.00
ESCROW	0.00	ORIGINAL RATE	6.939	NEG AMORT	0.00
OPTIONAL INS	0.00	LOAN TERM	360	TAX PAID	0.00
BUYDOWN	0.00	FIRST DUE DATE	06/11/07	INT ON ESCROW	0.00
ASSISTANCE AMT	0.00	LOAN TYPE	CONV	UNCOLLECTED BALANCES	
ANCILLARY	0.00	CURRENT RATE	6.939	NSF FEES	0.00
TOTAL PAYMENT	561.55			LATE CHARGES	0.00
UNAPL FUNDS	0.00	NEXT DUE DATE	09/11/09	FEES	0.00
		PAID TO DATE	08/11/09	INTEREST	0.00
				TOTALS	0.00

DETAIL BY TRANSACTION					
EFF DATE	TOTAL AMT	PRIN AMT	ESCROW AMT	FEE AMT	DESCRIPTION
PD TO DT	UNAPPLIED AMT	INT AMT	OPT AMT	LT CHG	PRIN BAL AFT
03/25/10	0.00	0.00	0.00	0.00	W/O BALANCE
08/09	0.00	0.00	0.00	173.57	0.00
03/25/10	0.00	0.00	0.00	0.00	LCHG/UNC INT
08/09	0.00	0.00	0.00	173.57	0.00
03/25/10	0.00	82870.50	0.00	0.00	W/O BALANCE
08/09	0.00	0.00	0.00	0.00	0.00
03/25/10	0.00	0.00	0.00	0.00	ADJUSTMENT
08/09	0.00	0.00	0.00	0.00	82870.50
03/25/10	0.00	205.83	0.00	0.00	SGL RCT POST
08/09	-205.83	0.00	0.00	0.00	82870.50
03/25/10	-138.45	0.00	0.00	0.00	UNAPPLIED
08/09	-138.45	0.00	0.00	0.00	82870.50
03/25/10	-67.38	0.00	0.00	0.00	UNAPPLIED
08/09	-67.38	0.00	0.00	0.00	82870.50

03/17/10	-561.55	-81.10	0.00	0.00	REVERSAL	
08/09	0.00	-480.45	0.00	0.00		83076.33
03/17/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
08/09	0.00	0.00	0.00	67.38		0.00
03/11/10	561.55	81.10	0.00	0.00	PAYMENT	
09/09	0.00	480.45	0.00	0.00		82995.23
03/11/10	0.00	0.00	0.00	0.00	LCHG/UNC INT	
09/09	0.00	0.00	0.00	-67.38		0.00
12/04/09	67.38	0.00	0.00	0.00	MISC RECEIPT	
08/09	67.38	0.00	0.00	0.00		83076.33
12/04/09	67.38	0.00	0.00	0.00	UNAPPLIED	
08/09	67.38	0.00	0.00	0.00		83076.33
12/04/09	494.17	80.63	0.00	0.00	PAYMENT	
08/09	-67.38	480.92	0.00	0.00		83076.33
12/04/09	-67.38	0.00	0.00	0.00	UNAPPLIED	
08/09	-67.38	0.00	0.00	0.00		83076.33
12/04/09	0.00	0.00	0.00	0.00	LCHG/UNC INT	
08/09	0.00	0.00	0.00	-67.38		0.00
09/10/09	138.45	0.00	0.00	0.00	MISC RECEIPT	
07/09	138.45	0.00	0.00	0.00		83156.96
09/10/09	138.45	0.00	0.00	0.00	UNAPPLIED	
07/09	138.45	0.00	0.00	0.00		83156.96
09/10/09	561.55	80.17	0.00	0.00	PAYMENT	
07/09	0.00	481.38	0.00	0.00		83156.96
09/10/09	0.00	0.00	0.00	0.00	LCHG/UNC INT	
07/09	0.00	0.00	0.00	-38.81		0.00
06/09/09	20.48	0.00	0.00	0.00	MISC RECEIPT	
06/09	20.48	0.00	0.00	0.00		83237.13
06/09/09	20.48	0.00	0.00	0.00	UNAPPLIED	
06/09	20.48	0.00	0.00	0.00		83237.13
06/09/09	0.00	0.00	0.00	0.00	ADJUSTMENT	
06/09	0.00	0.00	0.00	0.00		83237.13
05/22/09	46.90	0.00	0.00	0.00	MISC RECEIPT	
02/09	46.90	0.00	0.00	0.00		83237.13
05/22/09	46.90	0.00	0.00	0.00	UNAPPLIED	
02/09	46.90	0.00	0.00	0.00		83237.13
05/22/09	514.65	79.71	0.00	0.00	PAYMENT	
02/09	-46.90	481.84	0.00	0.00		83237.13
05/22/09	-46.90	0.00	0.00	0.00	UNAPPLIED	
02/09	-46.90	0.00	0.00	0.00		83237.13
04/24/09	46.90	0.00	0.00	0.00	MISC RECEIPT	
01/09	46.90	0.00	0.00	0.00		83316.84
04/24/09	46.90	0.00	0.00	0.00	UNAPPLIED	
01/09	46.90	0.00	0.00	0.00		83316.84
04/24/09	523.10	79.25	0.00	0.00	PAYMENT	
01/09	-38.45	482.30	0.00	0.00		83316.84
04/24/09	-38.45	0.00	0.00	0.00	UNAPPLIED	
01/09	-38.45	0.00	0.00	0.00		83316.84
03/12/09	38.45	0.00	0.00	0.00	MISC RECEIPT	
12/08	38.45	0.00	0.00	0.00		83396.09
03/12/09	38.45	0.00	0.00	0.00	UNAPPLIED	
12/08	38.45	0.00	0.00	0.00		83396.09

03/12/09	561.55	78.79	0.00	0.00	PAYMENT	
12/08	0.00	482.76	0.00	0.00		83396.09
03/12/09	0.00	0.00	0.00	0.00	LCHG/UNC INT	
12/08	0.00	0.00	0.00	-67.38		0.00
12/08/08	584.01	78.34	0.00	0.00	PAYMENT	
11/08	0.00	483.21	0.00	22.46		83474.88
10/24/08	561.55	77.89	0.00	0.00	PAYMENT	
10/08	0.00	483.66	0.00	0.00		83553.22
09/26/08	561.55	77.44	0.00	0.00	PAYMENT	
09/08	0.00	484.11	0.00	0.00		83631.11
08/20/08	561.55	77.00	0.00	0.00	PAYMENT	
08/08	0.00	484.55	0.00	0.00		83708.55
07/18/08	109.85	109.85	0.00	0.00	ADDL PRIN	
07/08	0.00	0.00	0.00	0.00		83785.55
07/18/08	451.70	75.92	0.00	0.00	PAYMENT	
07/08	-109.85	485.63	0.00	0.00		83895.40
07/18/08	-109.85	0.00	0.00	0.00	UNAPPLIED	
07/08	-109.85	0.00	0.00	0.00		83895.40
07/15/08	0.00	0.00	0.00	0.00	ADJUSTMENT	
06/08	0.00	0.00	0.00	74.16		83971.32
07/15/08	0.00	0.00	0.00	0.00	LCHG/UNC INT	
06/08	0.00	0.00	0.00	74.16		0.00
06/06/08	0.00	0.00	0.00	0.00	ADJUSTMENT	
06/08	0.00	0.00	0.00	0.00		83971.32
05/10/08	927.23	21.51	0.00	0.00	PAYMENT	
03/08	0.00	905.72	0.00	0.00		83971.32
04/11/08	72.77	0.00	0.00	0.00	MISC RECEIPT	
02/08	72.77	0.00	0.00	0.00		83992.83
04/11/08	72.77	0.00	0.00	0.00	UNAPPLIED	
02/08	72.77	0.00	0.00	0.00		83992.83
04/11/08	927.23	21.28	0.00	0.00	PAYMENT	
02/08	0.00	905.95	0.00	0.00		83992.83
04/11/08	0.00	0.00	0.00	0.00	LCHG/UNC INT	
02/08	0.00	0.00	0.00	-37.08		0.00
02/15/08	37.08	0.00	0.00	0.00	MISC RECEIPT	
01/08	37.08	0.00	0.00	0.00		84014.11
02/15/08	37.08	0.00	0.00	0.00	UNAPPLIED	
01/08	37.08	0.00	0.00	0.00		84014.11
02/15/08	927.23	21.05	0.00	0.00	PAYMENT	
01/08	0.00	906.18	0.00	0.00		84014.11
02/15/08	0.00	0.00	0.00	0.00	LCHG/UNC INT	
01/08	0.00	0.00	0.00	-37.08		0.00
01/05/08	964.31	20.83	0.00	0.00	PAYMENT	
12/07	0.00	906.40	0.00	37.08		84035.16
12/07/07	1.69	1.69	0.00	0.00	ADDL PRIN	
11/07	0.00	0.00	0.00	0.00		84055.99
12/07/07	964.31	20.59	0.00	0.00	PAYMENT	
11/07	0.00	906.64	0.00	37.08		84057.68
11/09/07	964.31	20.37	0.00	0.00	PAYMENT	
10/07	0.00	906.86	0.00	37.08		84078.27
10/03/07	964.31	20.15	0.00	0.00	PAYMENT	
09/07	0.00	907.08	0.00	37.08		84098.64

09/07/07	964.31	19.93	0.00	0.00	PAYMENT	
08/07	0.00	907.30	0.00	37.08		84118.79
08/03/07	964.31	19.72	0.00	0.00	PAYMENT	
07/07	0.00	907.51	0.00	37.08		84138.72
06/22/07	927.23	19.51	0.00	0.00	PAYMENT	
06/07	0.00	907.72	0.00	0.00		84158.44



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA  
DURHAM DIVISION**

<b>In Re:</b>	:	
	:	
<b>David S. Pierce</b>	:	<b>CASE NO. 11-80296</b>
<b>and Nancy A. Pierce,</b>	:	
	:	<b>CHAPTER 13 PROCEEDING</b>
	:	
<b>Debtors.</b>	:	<b><u>CERTIFICATE OF SERVICE</u></b>
	:	

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The undersigned certifies that this day the pleading or paper to which this Certificate is affixed was served upon the person(s) listed below by mailing a copy of the same, properly addressed and postage prepaid via the United States Postal Service, unless otherwise stated.

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/s/ Brian S. Tatum 

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